

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Release of Water and Sewer Capacity**DEPARTMENT:** Environmental Services**DIVISION:** Business Office**AUTHORIZED BY:** Robert K. Briggs, Jr., Finance Manager **CONTACT:** Becky Noggle **EXT.** 2143
Sr. Coordinator**Agenda Date** 09/09/03 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐**MOTION/RECOMMENDATION:**

Authorize Chairman to execute and approve Release of Water and Sewer Capacity

BACKGROUND:

Release of water and sewer capacity between Seminole County and Colonial Realty Limited Partnership, for the project known as Colonial Town Park Bldg T1 for 265 gpd of water and 265 gpd of sewer. Release of water and sewer capacity is due to project change of use. This results in a refund due in the amount of \$ 749.95 for water and \$1,855.00 for sewer. District 5

Reviewed by:
Co Atty: N/A
DFS: _____
Other: _____
DCM: [Signature]
CM: [Signature]**File No.** CESA01

RELEASE OF WATER AND SEWER CAPACITY

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **COLONIAL REALTY LIMITED PARTNERSHIP**, whose address is **200 COLONIAL CENTER PARKWAY, SUITE 140 LAKE MARY FL 32746** hereinafter referred to as "DEVELOPER."

W I T N E S S E T H:

WHEREAS, DEVELOPER's predecessors in interest and COUNTY entered into a Developers Agreement on FEBRUARY 21, 2003, (hereinafter referred to as the "DEVELOPERS AGREEMENT") for potable water and sewer services to be provided by COUNTY for the property described in Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "PROPERTY"); and

WHEREAS, pursuant to the DEVELOPERS AGREEMENT, COUNTY has allocated certain potable water and sewer services for the use of said PROPERTY (hereinafter referred to as the "capacity"); and

WHEREAS, DEVELOPER has completed development of the PROPERTY, and a certain amount of capacity allocated for the PROPERTY remains unused and available for reallocation in accordance with COUNTY policy,

NOW THEREFORE, in consideration of the promises and mutual covenants stated herein, COUNTY and DEVELOPER agree as follows:

SECTION 1. RELEASE OF CAPACITY TO COUNTY. DEVELOPER does hereby release and quit claim to COUNTY the capacity allocated by COUNTY under the terms of the DEVELOPERS AGREEMENT, to wit:

- (a) 265 gallons per day for potable water supply, and
(b) 265 gallons per day for wastewater removal.

Such capacity shall revert back to COUNTY in accordance with COUNTY policy.

SECTION 2. ENTIRE AGREEMENT.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

Signed, sealed and delivered in the presence of:

DEVELOPER
Colonial Realty, Limited Partnership

Gene Morosetti
Witness

By: [Signature]
Tom Green, Senior Vice President

Fran Cowley
Witness

Date: 8/13/03

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Susan E. DeWitt 8-21-03
County Attorney
SED/lpk
7/31/02
release water sewer capacity

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN $N00^{\circ}12'50''W$, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1238.03 FEET; THENCE DEPARTING SAID EAST LINE, RUN $S89^{\circ}47'10''W$, A DISTANCE OF 49.62 FEET FOR A POINT OF BEGINNING; THENCE $N90^{\circ}00'00''W$, A DISTANCE OF 338.83 FEET; THENCE $N00^{\circ}00'00''E$, A DISTANCE OF 207.67 FEET; THENCE $N90^{\circ}00'00''E$, A DISTANCE OF 338.83 FEET; THENCE $S00^{\circ}00'00''E$, A DISTANCE OF 207.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.615 ACRES, MORE OR LESS.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

FEB 12 2003

**BOWYER
SINGLETON**
& ASSOCIATES, INCORPORATED

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

SEMINOLE COUNTY FLORIDA

COLONIAL
TOWN PARK
THEATER

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LEGEND

DELTA - CENTRAL ANGLE
PC - POINT OF CURVATURE
P.L.S. - PROFESSIONAL LAND SURVEYOR
PT - POINT OF TANGENCY
R/W - RIGHT OF WAY
SEC. - SECTION
TAN. - TANGENT
TB - TANGENT BEARING
● - CHANGE IN DIRECTION

BEARING STRUCTURE BASED ON THE EAST LINE
OF THE SOUTHWEST 1/4, OF SEC. 31-19-30,
AS N00°12'50"W, ASSUMED.

SHEET 2 OF 3

SEE SHEET 3
FOR LEGAL DESCRIPTION

NE CORNER, SW 1/4
OF SEC. 31-19-30

N90°00'00"E 338.83'

N00°00'00"E 207.57'

S00°00'00"E 207.57'

EAST LINE, SW 1/4
SEC. 31-19-30

N00°12'50"W 2662.57'

POINT OF
BEGINNING

49.62'

N90°00'00"W 338.83'

S89°47'10"W

1238.03'

NOTE: FEB 12 2003
THIS SKETCH AND LEGAL WAS PREPARED
WITHOUT THE BENEFIT OF A TITLE OPINION.
DO NOT USE FOR REAL ESTATE TRANSACTIONS.

POINT OF
COMMENCEMENT
SE CORNER, SW 1/4,
OF SEC. 31-19-30.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH OF
DESCRIPTION IS IN ACCORDANCE WITH THE
"MINIMUM TECHNICAL STANDARDS" AS REQUIRED
BY CHAPTER 61G17-6 F.A.C.

SANDRA V. BAILEY, P.L.S.
LICENSE NUMBER 4972

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATE OF AUTHORIZATION NO. LB 1221

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